



## City of Seattle Legislative Information Service

*Information updated as of March 7, 2008 8:13 AM*

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**Council Bill Number: 115945**

**Ordinance Number: 122502**

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AN ORDINANCE relating to Discovery Park; authorizing acquisition of real property and acceptance of deeds; authorizing acceptance of certain utility infrastructure and associated easements, clarification of certain existing utility easements and termination of certain private utility easements; and increasing appropriations to the Department of Parks and Recreation in the 2007 Budget; all by a three-fourths vote of the City Council.

**Date introduced/referred:** July 23, 2007

**Date passed:** September 24, 2007

**Status:** Passed as Amended

**Vote:** 7-0 (Excused: Licata, McIver)

**Date of Mayor's signature\*:** October 3, 2007

**Committee:** Parks, Education, Libraries and Arts

**Sponsor:** DELLA

**Index Terms:** DISCOVERY-PARK, MAGNOLIA, LAND-ACQUISITION, HOUSING, EASEMENTS, SEWER-REPLACEMENT, HISTORIC-BUILDINGS-AND-SITES, SANITARY-SEWERS

**References/Related Documents:** Related: Res 27399,

**Note:** Capehart Naval Housing Area Property Acquisition

### Text

AN ORDINANCE relating to Discovery Park; authorizing acquisition of real property and acceptance of deeds; authorizing acceptance of certain utility infrastructure and associated easements, clarification of certain existing utility easements and termination of certain private utility easements; and increasing appropriations to the Department of Parks and Recreation in the 2007 Budget; all by a three-fourths vote of the City Council.

WHEREAS, Resolution 27399, adopted in 1986, supported the adoption of the Discovery Park Plan; and

WHEREAS, the Discovery Park Plan calls for the eventual acquisition of the military housing areas remaining in Discovery Park; and

WHEREAS, the United States Navy has entered into an agreement with

American Eagle Northwest, LLC to form a public private venture known as Pacific Northwest Communities, LLC ("PNC") to provide replacement housing for Naval personnel currently housed in Naval housing properties remaining within Discovery Park ; and

WHEREAS, the loss of any housing in Seattle is of concern due to the low rental vacancy rates and regional concern about affordable housing; and

WHEREAS, the City is committed to providing for at least one-for-one replacement of the Navy's personnel housing; and

WHEREAS, the City is working to obtain the former Fort Lawton Army Reserve property for uses including the development of housing incorporating low and moderate income housing in excess of the 66 units at Capehart; and

WHEREAS, the City of Seattle ("City") and PNC entered into a Memorandum of Understanding ("MOU"), which outlined terms for the City's acquisition of the property known as the Capehart Naval Housing Area and provided for the preservation of Washington Avenue and Montana Circle historic housing that will be sold to other private interests; and

WHEREAS, the City and PNC entered into an Addendum to the MOU modifying the terms of the MOU, including the extension of the term of the MOU; and

WHEREAS, the City and PNC have reached agreement on the specific terms and conditions of a purchase and sale agreement for the acquisition of the Capehart Naval Housing Area, subject to City Council authorization; and

WHEREAS, the conditions precedent for purchase and sale include conditions for City acceptance of future ownership of upgraded utility infrastructure, acceptance of easements, and clarification and termination of other utility easements burdening Discovery Park; and

WHEREAS, the City has applied for and received various grant funds including a State of Washington Inter Agency Committee (IAC) grant of Five Hundred Thousand Dollars (\$500,000), State of Washington Capital Program Allocation (CTED) funds of One Million Six Hundred Seventy-four Thousand Five Hundred Dollars (\$1,674,500), and King County Conservation Futures Levy allocations totaling Four Million Dollars (\$4,000,000) to be applied to the purchase of the Capehart Naval Housing Area; and

WHEREAS, although the City has previously appropriated Five Million Six Hundred Eighty-four Thousand Five Hundred Dollars (\$5,684,500) toward the acquisition of the Capehart Naval Housing Area, an additional appropriation of Five Million Nine Hundred Fifteen Thousand Five Hundred Dollars (\$5,915,500) is necessary for the acquisition of the Capehart Naval Housing Area; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Mayor, or his designee, is authorized, on behalf of the City of Seattle, to enter into a real estate purchase and sale agreement, substantially in the form of the agreement

attached hereto as Attachment 1 ("Agreement"), to acquire the real property described below ("Property") in the manner and subject to the terms and conditions prescribed in the Agreement for an aggregate purchase price of Eleven Million One Hundred Thousand Dollars (\$11,100,000). The legal description of the Property is as follows:

Phase 1 Lot

REAL PROPERTY IN THE CITY OF SEATTLE, COUNTY OF KING, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

PORTIONS OF SECTIONS 15 AND 16, TOWNSHIP 25 NORTH, RANGE 3 EAST, W.M., IN KING COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A CITY OF SEATTLE MONUMENT AT THE INTERSECTION OF THE CENTERLINES OF EMERSON STREET AND 41ST AVENUE, A 3" CONCRETE MONUMENT WITH A 1/4" BRASS ROD INSIDE A MONUMENT CASE;

THENCE WEST ALONG THE CENTERLINE OF EMERSON STREET THE BEARING NORTH 88 degrees 36'33" WEST, AS DISCLOSED IN AND REFERENCED IN QUITCLAIM DEED FILED UNDER RECORDING NO. 8005070540, RECORDS OF KING COUNTY, WASHINGTON, A DISTANCE OF 525.25 FEET TO A CITY OF SEATTLE MONUMENT AT THE INTERSECTION OF THE CENTERLINES OF EMERSON STREET AND MAGNOLIA BOULEVARD, A 4"X 4" CONCRETE MONUMENT WITH A 1/4" BRASS ROD INSIDE A MONUMENT CASE;

THENCE NORTH 35 degrees 39'28" WEST, A DISTANCE OF 2,326.29 FEET TO A PARTIALLY BROKEN 4"X 4" CONCRETE MONUMENT, ORIGINALLY WITH 1 1/2" BRASS CAP MARKED "USN CH-1", AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 degrees 46'40" WEST, A DISTANCE OF 321.36 FEET TO A 4"X 4" CONCRETE MONUMENT WITH 1 1/2" BRASS CAP MARKED "U.S.N. CH-2";

THENCE NORTH 45 degrees 45'44" WEST, A DISTANCE OF 271.52 FEET TO A 4"X 4" CONCRETE MONUMENT WITH 1 1/2" BRASS CAP MARKED "USN CH-3";

THENCE NORTH 75 degrees 10' 08" WEST, A DISTANCE OF 142.34 FEET TO A 1/2" REBAR WITH AN ALUMINUM CAP MARKED "SEATTLE PARKS 1E";

THENCE NORTH 10 degrees 39'37" WEST, A DISTANCE OF 193.63 FEET TO A 1/2" REBAR WITH AN ALUMINUM CAP MARKED "SEATTLE PARKS 2E";

THENCE NORTH 47 degrees 09'39" WEST, A DISTANCE OF 40.17 FEET TO A 1/2" REBAR WITH AN ALUMINUM CAP MARKED "SEATTLE PARKS 3E";

THENCE SOUTH 86 degrees 22'39" WEST, A DISTANCE OF 76.74 FEET TO A 1/2" REBAR WITH AN ALUMINUM CAP MARKED "SEATTLE PARKS 4E" AND THE BEGINNING OF A NON-TANGENT 161.00 FOOT-RADIUS CURVE CONCAVE TO THE SOUTHEAST, SAID POINT BEARS SOUTH 80 degrees 39'35" WEST FROM THE RADIUS POINT THEREOF;

THENCE NORTHERLY AND EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 299.80 FEET THROUGH A CENTRAL ANGLE OF 106 degrees 41'28" TO A 1/2" REBAR WITH AN ALUMINUM CAP MARKED "SEATTLE PARKS 5E" AND THE POINT OF TANGENCY;

THENCE SOUTH 82 degrees 38'57" EAST ALONG A TANGENT LINE A DISTANCE OF 74.72 FEET TO A 1/2" REBAR WITH AN ALUMINUM CAP MARKED "SEATTLE PARKS 6E";

THENCE NORTH 50 degrees 46'52" EAST, A DISTANCE OF 59.64 FEET TO A TACK IN LEAD WITH COIN STAMPED "LS 30817";

THENCE SOUTH 53 degrees 22'06" EAST A DISTANCE OF 95.59 FEET TO A 1/2" REBAR AND CAP STAMPED "LS 38017";

THENCE SOUTH 82 degrees 09'27" EAST A DISTANCE OF 217.89 FEET TO A 4"X 4" CONCRETE MONUMENT WITH 1 1/2" BRASS CAP MARKED "USN CH-9";

THENCE SOUTH 00 degrees 30'06" WEST A DISTANCE OF 511.86 FEET TO A 4"X 4" CONCRETE MONUMENT WITH 1 1/2" BRASS CAP MARKED "USN CH-10";

THENCE SOUTH 88 degrees 36'15" EAST A DISTANCE OF 208.08 FEET TO A 4"X 4" CONCRETE MONUMENT WITH 1 1/2" BRASS CAP MARKED "USN CH-11";

THENCE SOUTH 00 degrees 36'16" WEST A DISTANCE OF 50.14 FEET TO THE TRUE POINT OF BEGINNING.

(ALSO KNOWN AS CAPEHART HOUSING SITE PHASE I)

#### Phase 2 Lot

PORTIONS OF THE SOUTHEAST QUARTER OF SECTION 9, AND THE NORTHEAST QUARTER OF SECTION 16, ALL IN TOWNSHIP 25 NORTH, RANGE 3 EAST, W.M., SHOWN ON RECORD OF SURVEY RECORDED UNDER RECORDING NO. 20050124900001, RECORDS OF KING COUNTY, WASHINGTON AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CITY OF SEATTLE MONUMENT AT THE INTERSECTION OF THE CENTERLINES OF EMERSON STREET AND 41ST AVENUE, A 3" CONCRETE MONUMENT WITH A 1/4" BRASS ROD INSIDE A MONUMENT CASE;

THENCE WEST ALONG THE CENTERLINE OF EMERSON STREET THE BEARING NORTH 88 degrees 36'33" WEST AS DISCLOSED IN AND REFERENCED IN QUITCLAIM DEED RECORDED UNDER RECORDING NO. 8005070540, RECORDS OF KING COUNTY, WASHINGTON, A DISTANCE OF 525.25 FEET TO A CITY OF SEATTLE MONUMENT AT THE INTERSECTION OF THE CENTERLINES OF EMERSON STREET AND MAGNOLIA BOULEVARD, A 4"X 4" CONCRETE MONUMENT WITH A 1/4" BRASS ROD INSIDE A MONUMENT CASE;

THENCE NORTH 35 degrees 39'28" WEST A DISTANCE OF 2,326.29 FEET TO A PARTIALLY BROKEN 4"X 4" CONCRETE MONUMENT, ORIGINALLY WITH 1 1/2" BRASS CAP MARKED "USN CH-1";

THENCE NORTH 89 degrees 46'40" WEST A DISTANCE OF 321.36 FEET TO A 4"X 4" CONCRETE MONUMENT WITH 1 1/2" BRASS CAP MARKED "USN CH-2";

THENCE NORTH 45 degrees 45'44" WEST A DISTANCE OF 271.52 FEET TO A 4"X 4" CONCRETE MONUMENT WITH 1 1/2" BRASS CAP MARKED "USN CH-3";

THENCE NORTH 75 degrees 10'08" WEST A DISTANCE OF 142.34 FEET TO A 1/2" REBAR WITH AN ALUMINUM CAP MARKED "SEATTLE PARKS 1E" AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 75 degrees 10'08" WEST A DISTANCE OF 57.08 FEET TO A 4"X 4" CONCRETE MONUMENT WITH 1 1/2" BRASS CAP MARKED "USN CH-4";

THENCE SOUTH 30 degrees 51'28" WEST A DISTANCE OF 103.69 FEET TO A 4"X 4" CONCRETE MONUMENT WITH 1 1/2" BRASS CAP MARKED "USN CH-5";

THENCE SOUTH 61 degrees 22'19" WEST A DISTANCE OF 122.67 FEET TO A 4"X 4" CONCRETE MONUMENT WITH A TACK AND LEAD;

THENCE NORTH 88 degrees 25'02" WEST A DISTANCE OF 657.65 FEET TO A 1/2" REBAR AND CAP STAMPED "LS 38017";

THENCE NORTH 01 degrees 09'32" EAST A DISTANCE OF 852.24 FEET TO A TACK IN LEAD WITH COIN STAMPED "LS 38017";

THENCE NORTH 65 degrees 15'20" EAST A DISTANCE OF 241.19 FEET TO A 1/2" REBAR AND CAP STAMPED "LS 38017";

THENCE SOUTH 88 degrees 20'28" EAST A DISTANCE OF 428.85 FEET TO A 4"X 4" CONCRETE MONUMENT WITH A TACK AND LEAD;

THENCE CONTINUING SOUTH 88 degrees 20'28" EAST A DISTANCE OF 63.08 FEET TO A 1/2" REBAR AND CAP STAMPED "LS 38017";

THENCE SOUTH 37 degrees 21'22" EAST A DISTANCE OF 499.60 FEET TO A TACK IN LEAD WITH COIN STAMPED "LS 38017";

THENCE SOUTH 50 degrees 46'52" WEST A DISTANCE OF 59.64 FEET TO A 1/2" REBAR WITH AN ALUMINUM CAP MARKED "SEATTLE PARKS 6E";

THENCE NORTH 82 degrees 38'57" WEST A DISTANCE OF 74.72 FEET TO A 1/2" REBAR WITH AN ALUMINUM CAP MARKED "SEATTLE PARKS 5E" AND THE BEGINNING OF A TANGENT 161.00 FOOT-RADIUS CURVE CONCAVE TO THE SOUTHEAST;

THENCE WESTERLY AND SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 299.80 FEET THROUGH A CENTRAL ANGLE OF 106 degrees 41'28" TO A 1/2" REBAR WITH AN ALUMINUM CAP MARKED "SEATTLE PARKS 4E";

THENCE LEAVING SAID CURVE ALONG A NON-RADIAL LINE NORTH 86 degrees 22'39" EAST A DISTANCE OF 76.74 FEET TO A 1/2" REBAR WITH AN ALUMINUM CAP MARKED "SEATTLE PARKS 3E";

THENCE SOUTH 47 degrees 09'39" EAST A DISTANCE OF 40.17 FEET TO A 1/2" REBAR WITH AN ALUMINUM CAP MARKED "SEATTLE PARKS 2E";

THENCE SOUTH 10 degrees 39'37" EAST A DISTANCE OF 193.63 FEET TO A 1/2" REBAR WITH AN ALUMINUM CAP MARKED "SEATTLE PARKS 1E" AND THE TRUE POINT OF BEGINNING.

(ALSO KNOWN AS CAPEHART HOUSING SITE PHASE II)

Section 2. The Superintendent of Parks and Recreation is hereby designated as the authorized representative of the City in connection with the administration of the Agreement and is authorized to grant such consents, approvals, waivers or extensions of time for performance under the Agreement as the Superintendent shall deem reasonable or necessary to accomplish the acquisition of the Property consistent with the intent of this ordinance.

Section 3. The Superintendent of Parks and Recreation or her or his designee is further authorized to execute such documents as the Superintendent deems necessary or desirable to complete the purchase of the Property consistent with this ordinance. Upon delivery of quit claim deeds for the Property, the Superintendent or

her or his designee is authorized to accept the deeds on behalf of the City by attaching to the deed her or his written acceptance thereof, and to record the same. The Property shall be accepted for park and open space purposes, and placed under the jurisdiction of the Department of Parks and Recreation ("DPR").

Section 4. The Director of Seattle Public Utilities or his designee is authorized to enter into a contract concerning the upgrade, repair and acceptance of certain private water and sanitary sewer infrastructure and the abandonment of certain unneeded private water and sanitary sewer lines; to accept the conveyance of certain water and sanitary sewer infrastructure; and to negotiate for and accept easements in connection with such infrastructure, all consistent with the terms and conditions of the Agreement.

Section 5. The Superintendent of Parks and Recreation or her or his designee, in consultation with the Director of Seattle Public Utilities or his designee, is authorized to negotiate for and execute such documents as she or he deems necessary to clarify any existing utility easements under and across Discovery Park land that continue to be necessary to serve the real property described in Exhibit B-1 to the Agreement.

Section 6. The Superintendent of Parks and Recreation or her or his designee, in consultation with the Director of Seattle Public Utilities or his designee, is further authorized to negotiate for and execute such documents as she or he deems necessary to terminate any existing private utility easements under and across Discovery Park land that are no longer necessary to serve the real property described in Exhibit B-1 to the Agreement.

Section 7. In order to pay for necessary costs and expenses in connection with the acquisition authorized in Section 1 above, for which insufficient appropriations were made, the following appropriations in the 2007 Budget of DPR are increased from the funds shown, as follows:

Fund
Department
Budget Control Level/Capital Improvement Program
Amount
Cumulative Reserve Subfund - Unrestricted Subaccount (00164)
Parks and Recreation
West Point Settlement Projects K72982 - Discovery Park - Capehart
Acquisition
\$5,915,500

Section 8. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 9. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by a three-fourths (3/4) vote of all the members of the City Council the \_\_\_\_ day of \_\_\_\_\_, 2007, and signed by me in open session in authentication of its passage this \_\_\_\_ day of

\_\_\_\_\_, 2007.

\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Gregory J. Nickels, Mayor

Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
City Clerk

Attachment 1: Real Property Purchase and Sale Agreement Capehart  
Property

Exhibit A: Legal Description and Depiction of the Capehart  
Property (including boundaries to Phase 1 Lot and  
Phase 2 Lot)

Exhibit B: Legal Description and Depiction of Historic  
Properties

Exhibit C: Seller's Reserved Easements

Exhibit D: Pro Forma Title Policies

Exhibit E: Form of Deed from Navy to Seller (see Sec. 3.1(a

Exhibit F: Form of Deed from Seller to Buyer Phase 1 Lot; Phase  
2 Lot (to be added -see Sec. 1.2)

Exhibit G: Scope of Work for Demolition (see Section 5.1(e

Exhibit H: Park Boulevards Exhibit (See Sec. 6.1(d

Exhibit J: Utility Contract (added by First Addendum-see  
Attachment 2 below)

Exhibit K: Form of FIRPTA

Attachment 2: First Addendum to Real Property Purchase and Sale  
Agreement Capehart Property  
Exhibit J: Utility Contract

9/24/07

Version 5

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Attachment 2: First Addendum to Real Property Purchase and Sale Agreement  
Capehart Property

The text of this document is available online only as a PDF

First Addendum to Real Property Purchase and Sale Agreement-Capehart Property  
Fiscal Note

